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Attorneys for Defendant  
RSKCO SERVICES, INC.

IN THE UNITED STATES DISTRICT COURT

FOR THE DISTRICT OF HAWAII

JULIA M. BACKMAN, individually )	CIVIL NO. 04-00348 (HG KSC)
and on Behalf of the ESTATE OF )	(Contract)
DANIEL VERNON BACKMAN, and)	
as Next Friend to KELLY KEIKO )	MEMORANDUM IN SUPPORT OF
VALENE BACKMAN and JODI )	MOTION
LEIGH YACHIYO BACKMAN, )	
Minors, )	
)	
Plaintiffs, )	
)	
vs. )	
)	
)	

RSKCO SERVICES, INC., a Illinois  
corporation; JOHN DOES 1-10; )  
JANE DOES 1-10; DOE )  
PARTNERSHIPS 1-10, DOE )  
CORPORATIONS 1-10; DOE )  
LIMITED LIABILITY )  
ENTITIES 1-10; DOE "NON- )  
PROFIT" CORPORATIONS 1-10; )  
and DOE GOVERNMENTAL )  
ENTITIES 1-10, )  
 )  
Defendants. )  
\_\_\_\_\_ )

MEMORANDUM IN SUPPORT OF MOTION

Defendant RSKCO SERVICES, INC. ("Defendant"), and Plaintiff  
JULIA M. BACKMAN ("Ms. Backman"), individually and as Next Friend to  
KELLY KEIKO VALENE BACKMAN ("Kelly") and JODI LEIGH YACHIYO  
BACKMAN ("Jodi") (collectively, "Backman Children"), minors, agreed to a  
settlement of all claims in this case on March 21, 2006. The settlement was placed  
on the record before the Honorable Kevin S.C. Chang.

A Settlement Agreement, Joint Tortfeasor Release and  
Indemnification Agreement ("Agreement") was finalized and executed by  
Ms. Backman on April 11, 2006.<sup>1</sup> See Declaration of Edquon Lee.

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<sup>1</sup> The Agreement contains a confidentiality provision. As a result, the Agreement is not attached as an exhibit to this Motion. Defendant will produce the Agreement in camera if the court desires to review the Agreement.

Since claims of minors were being settled, the Agreement required Plaintiffs to obtain the appropriate court approvals and appointment of a guardian of the property for the Backman Children. See Declaration of Edquon Lee.

On November 2, 2006, a status conference was held before Judge Chang to determine the status of the court approvals. At that time, Plaintiffs' counsel advised that he was experiencing a problem with his paralegal and, as a result, was not able to have the petition requesting court approval of the settlement processed with the Hawaii State Court. However, Plaintiffs' counsel advised that he would take care of the problem and have the petition filed before the end of November 2006. See Declaration of Edquon Lee.

Despite repeated requests for the court approvals of the settlement, Plaintiffs have failed to provide such court approvals and have failed to provide evidence that the appropriate petition has been filed initiating the court approval process. See Declaration of Edquon Lee.

Court approval of the settlement of the Backman Children's claims is necessary because they are minors. Jodi was born on September 18, 1998, and Kelly was born on May 14, 1993.

The settlement involved the purchase of an annuity to provide future periodic payments to the Backman Children. The annuity insurance company requires court approval of the settlement before it will issue the annuity policy. In

order to lock in the annuity payments, Defendant had to fund the annuity shortly after the settlement was reached.

Almost 8 months have elapsed since the Agreement was executed. Plaintiffs cannot provide any legitimate reason for failing to obtain the necessary court approvals for the settlement.

Accordingly, Defendant respectfully requests that this court issue an order compelling Plaintiffs to comply with the Agreement by providing the appropriate court approvals and appointment of a guardian of the property for the Backman Children. Defendant further requests that Ms. Backman be ordered to personally appear before the court to show cause as to why she has not complied with the terms of the Agreement. Defendant also requests that it be awarded fees and costs for having to bring this Motion.

DATED: Honolulu, Hawaii, January 4, 2007.

/s/ Edquon Lee

GEORGE W. BRANDT

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BONNIE L. MOORE

Attorneys for Defendant

RSKCO SERVICES, INC.